

APPENDIX G

Draft Memorandum of Agreement

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**MEMORANDUM OF AGREEMENT BETWEEN
THE FEDERAL HIGHWAY ADMINISTRATION AND
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICE
REGARDING
THE REPLACEMENT OF THE M-85 / FORT STREET BASCULE BRIDGE,
CITY OF DETROIT, WAYNE COUNTY, MICHIGAN
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 CFR PART 800.6(b)(1)**

WHEREAS, the Federal Highway Administration (FHWA) of the U.S. Department of Transportation has determined that the replacement of the National Register of Historic Places (NRHP) eligible M-85 / Fort Street Bascule Bridge, city of Detroit, Wayne County, Michigan will pose an adverse effect, and has consulted with the Michigan State Historic Preservation Office (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) (the Act); and

WHEREAS, The Michigan Department of Transportation (MDOT) participated in the consultation and has been invited to concur in this Memorandum of Agreement (MOA);

NOW, THEREFORE, FHWA and SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the historic M-85/Fort Street Bascule Bridge.

Stipulations

FHWA shall ensure that the following measures are carried out:

1. Recordation

- A.** Prior to the commencement of any demolition or construction activity, MDOT will record the M-85/Fort Street Bascule Bridge to create a permanent record of its existence. The recordation shall be completed at a level to be determined by the SHPO. MDOT will provide original copies of the recordation package to the SHPO for placement in the State Archives of Michigan and appropriate local repositories designated by the SHPO.
- B.** MDOT shall include as part of the recordation package original or archival – quality copies of historic bridge plans and historic photographs; additionally, electronic versions of these historic plans and photographs, will be submitted.

2. Bridge Design

- A.** The replacement bridge will be built on the alignment recommended in the Preferred Alternative, Alternative B. The skewed alignment avoids the taking of residential and commercial buildings, corrects the functionally deficient Oakwood

Boulevard/South Fort Street intersection, meets U.S. Coast Guard clear channel requirements, limits impacts to the riverine environment effected, and permits, if technologically feasible, the retention of the existing operator's house and associated abutment structure/mechanical housing and approach, which will be incorporated into an interpretive site, described below, Stipulation 4.

- B.** The replacement structure will be a two-leaf bascule bridge; the design shall be architecturally appropriate and context sensitive, reflective but not imitative of the historic bridge and reflective of the communities linked by the crossing.
- C.** The SHPO, Wayne County, city of Detroit, and other consulting parties shall have an opportunity to contribute to, review, and comment on the architectural plans for the replacement bridge. Consulting parties shall be construed to include other affected federal, state, and local agencies, community businesses and citizen organizations, and private citizens.

3. Retention of the Operator's House and Associated Structures and Equipment

- A.** If technologically feasible, the existing historic operator's house, pier/mechanical housing and a portion of the bridge approach shall be retained.
- B.** A fender system, meeting current AASHTO standards will be incorporated into the retained pier.
- C.** Operating equipment within the operator's house and pier/mechanical housing shall be retained for future interpretive functions. The operator's house, equipment areas and pits shall be videotaped to provide alternative delivery of the interpretive functions where or when accessibility cannot be assured due to liability issues and/or Americans with Disabilities Act (ADA) guidelines. An interpretive plan for the structures shall be developed in cooperation with the SHPO, MDOT, FHWA, city of Detroit, and other consulting parties.
- D.** The retained structures shall be rehabilitated following the Secretary of the Interior Standards. The SHPO shall be afforded the opportunity to review, comment and approve the rehabilitation plans.
- E.** The retained structures shall be incorporated into the interpretive site to be developed within existing MDOT right-of-way and shall, upon completion of construction, be turned over to an appropriate local agency, agencies, and/or stakeholder(s) ("owners") for ongoing maintenance and administration (see Stipulation 4).

4. Interpretive Site

- A. Boundaries for the Interpretive Site shall be within existing MDOT right-of-way, although the site design will be coordinated to meet the overall design intent for the Rouge River Gateway Master Plan and GreenWays Initiative.
- B. Design of the interpretive site shall be a collaborative effort and shall include the SHPO, MDOT, FHWA, Wayne County, the city of Detroit, and other consulting parties. The design will be complementary to the retained historic structures and the design intent of the Rouge River Gateway Master Plan and GreenWays Initiative.
- C. Interpretive functions will include opportunities for permanent and changeable interpretive exhibits. The site will also accommodate a river overlook and other amenities.
- D. Ownership of the completed project will be turned over to an appropriate agency, agencies, and/or stakeholder(s) upon the termination of construction activities. Ownership will carry the responsibility for long-term administration and maintenance of the site facilities and resources, including interpretive functions. The standards and guidelines for the maintenance of the site, and the general interpretive plan, will be developed through consultation between MDOT, the SHPO, FHWA, Advisory Council on Historic Preservation, and the owner.

5. Amendment

Any party to this MOA may propose to the other parties that it be amended, whereupon the parties will consult in accordance with 36 CFR800.6(c)(7) to consider such an amendment.

6. Dispute Resolution

Should the SHPO or MDOT object within 30 (thirty) days to any actions proposed pursuant to this MOA, the FHWA shall consult with the objecting party to resolve the objection. If the FHWA determines that the objection cannot be resolved, the FHWA shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council). Within 45 (forty-five) days after receipt of all pertinent documentation, the Council will either:

- A. Provide the FHWA with recommendations, which the FHWA will take into account in reaching a final decision regarding the dispute; or
- B. Notify the FHWA that it will comment pursuant to 36 CFR 800.7(c) and proceed to comment. Any Council comment provided in response to such a request will be taken into account by FHWA in accordance with 36 CFR 800.7(c)(4) with reference to the subject of the dispute.

Execution and implementation of this MOA and submission to the Council evidences that FHWA has afforded the Council a reasonable opportunity to comment on the project and that the FHWA has taken into account the effects of the project on historic properties.

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date: _____
James J. Steele, Division Administrator

MICHIGAN STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____
Brian Conway, State Historic Preservation Officer

Concur:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Susan Mortel, Deputy Director, Bureau of Transportation Planning